

FULL-TIME SUPPORT STAFF BARGAINING 2025

**PROPOSALS PRESENTED BY:
OPSEU/SEFPO
ON BEHALF OF THE
FULL-TIME SUPPORT STAFF IN THE COLLEGES OF APPLIED ARTS AND
TECHNOLOGY**

August 31, 2025

U16 – Response to the Employer – Counter Package

TO AMEND THE COLLECTIVE AGREEMENT

BETWEEN

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION / SYNDICAT DES EMPLOYÉS DE LA
FONCTION PUBLIQUE DE L'ONTARIO**

Full-Time Support Staff Employees

And

College Employer Council (CEC)

The Union reserves the right to alter, modify, amend, delete or add to these proposals unless a proposal has been adopted and signed off by both Parties. The following proposals are presented on a without prejudice or precedent basis.



Legend

Bold – new language

Strikeout – deletion

UP 5 – 14.6.1 Employment Stability Committee

The parties agree that meetings should take place on a regular basis to meet at least once in the Spring, Fall and Winter semesters at times that are mutually convenient.

UP 22 – Appendix A

9. Benefits Entitlement Booklet

There shall be a change log in the Benefit Entitlement Booklet documenting all amendments.

UP 25 - 15.6.1 Recall by Seniority

Persons laid off hereunder who retain recall rights under Article 15 shall be recalled on the basis of seniority providing they can satisfactorily perform the core duties and responsibilities of the job without training, and provided such vacancy occurs :-

~~– within twelve (12) months of their layoff if the individual has less than twenty four (24) months continuous employment at the time of layoff; or~~

~~– within eighteen (18) months of their layoff. if the individual has twenty four (24) or more months continuous employment at the time of layoff.~~

Recall rights are limited to positions equal to or less than the person's former payband.

Persons with recall rights will also be entitled to apply for vacancies posted pursuant to Articles 17.1 and 17.1.1.

15.10 Seniority Lost

Seniority shall be lost and employment deemed to be terminated if:

- the employee voluntarily quits;
- the employee is discharged for cause, unless such discharge is reversed through the grievance procedure;
- the person is laid off for a period in excess of ~~twelve (12) months~~ if the person has ~~less than twenty four (24) months' continuous employment at the time of layoff~~, or is laid off for a period in excess of eighteen (18) months if the person has ~~twenty four (24) or more months' continuous employment at the time of layoff~~;

- the employee overstays a leave of absence unless a reason satisfactory to the College is given;
- the employee utilizes a leave of absence for other than the reason for which such leave of absence was granted;
- the person having been laid off, fails to notify the College of their intention to return to work within seven (7) days following mailing of a registered notice of recall to their last recorded address with the College; or having provided such notification, if the person fails to return to work within ten (10) days from the date of mailing of such registered notice of recall;
- the employee is absent without prior authorization or approval for five (5) consecutive working days unless reasons satisfactory to the College are subsequently accepted; or
- the person is laid off and elects to waive all rights of recall and accepts severance pay.

UP 28 – 4.3.2 Employee Orientation

Where a College has a formal orientation meeting with a group of new employees, the Local Union will be given an opportunity to address the group during the meeting for the purpose of assisting the College in orienting the new employees to the College.

Where the College does not have a formal orientation, the College will schedule up to 15 minutes for a Union Local representative to meet with new employees in their first (1st) month of employment for Union Orientation.

UP 34 – 6.9 Communication Outside of Work

It is understood that the College does not expect employees to engage in work-related communications outside of scheduled shifts subject to the requirements of 6.3, 6.4, 6.6.

5.6.1 Copy of Agreement

~~Upon his/her date of hire, a copy of this Agreement shall be provided by the College to each new employee, and at the same time, the College shall notify the new employee of the name of his/her Steward or Local Union Officer,~~

Within **fourteen (14) days** after the signing of this Agreement, the College will post the Agreement on the College website.

5.6.1.1 Newly hired employees

Upon date of hire, the College shall notify the new employee of the name of the employee's Steward or Local Union Officer and provide the link to where they can access the Collective Agreement. Upon request of the new employee, the College OPSEU shall provide a printed copy of the Collective Agreement.

5.6.1.2 All Employees

All employees shall have access to view and read the Collective Agreement from a College computer.

M01 – 11.6 Carry-Over

11.6 Carry-Over

Recognizing the needs of the College and the desires of employees, an employee may carry over up to three (3) weeks of vacation to the immediately subsequent vacation year consistent with efficient staffing requirements and subject to agreement on scheduling of the carry-over week(s) in the following vacation year at a time satisfactory to the College. **Where the College is unable to schedule an employee's vacation, the employee may carryover all unused vacation days, which will be scheduled by the College in the following vacation year.**

(NEW) Letter of Understanding – Vacation Carry-Over Scheduling and Use Before August 31, 2027

There are employees with vacation carryover that exceeds the limits set out in Article 11.6. The parties agree that this carryover shall be scheduled by the College and taken by the employee no later than August 31, 2027.

17.1.5 Exemption from Posting When Vacancy Reoccurs Within Six Months

Where a position is posted in accordance with Article 17.1 and either the successful applicant leaves the position within six months of assuming it or there is an additional vacancy for the same position reporting to the same first level manager within six (6) months of posting, the College may either reconsider applicants of the original posting or repost the vacancy. If the College reconsiders applicants of the original posting, it will first consider the internal applicants who were interviewed.

17.3.4 Excluded Positions

When a College temporarily assigns an employee to the duties and responsibilities of a position excluded from the provisions of the Collective Agreement, the employee's obligations to contribute to the regular monthly Union dues under Article 5.4 and their seniority shall continue during the period of such temporary assignment up to a maximum period of ~~twelve (12)~~ **eighteen (18)** calendar months unless extended by agreement of the Local Union and the College.

15.2 Notice to Local Union

When the College contemplates any action that may result in an employee who has completed the probationary period being subject to the layoff process, the College shall give fourteen (14) calendar days written notification to the Local Union President prior to written notice being provided to the employees affected. At the same time, the College shall provide the Local Union with all data used by the College, **including but not limited to staffing and financial information**, in formulating its tentative determination to undertake the action contemplated.

18.4.2 Mediators/Arbitrators

~~**CEC proposes maintaining status quo OR removing Bendel and adding either M. Wright, D. Webb or C. Johnston**~~

Union wants to remove Bendel (speak with Lisa Meyer, and Legal for Niagara College)
Union does not agree to adding the following; M. Wright, D. Webb or C. Johnston

Letters of Understanding

*** Any Letter of Understanding not listed below the parties have agreed to ***

The Parties agrees to renew the following:

Bill 124 – RENEW

Implementation of the New Job Evaluation System – RENEW

Direct Operating Grants From The Ministry of Community and Social Services –
RENEW

Long Term Disability – RENEW

Layoff/Recall Process – Bumping – RENEW

Job Postings – Other Colleges – RENEW

Conflict Between Booklet and Original Signed Version – RENEW

CEC withdraws the following non-monetary proposals:

5.6.2 Printing of Agreement

6.2.1 Split Shifts

13.4 Video Display Terminals

~~15.2 Notice to Local Union~~

15.4.4.2 Position Outside Forty (40) Kilometres

15.4.3 Bumping Procedure

15.4.5 Displacement

~~18.5.1.2 Limitation on Grievance Filing~~ – already withdrawn on August 20, 2025

Items that the Union agrees to Withdraw

UP 1 – 17.1.6 (NEW)

U4 – 18.4.2 Mediators/Arbitrators – See notes above

UP 15 – 17.1.1 Consideration – Bargaining Unit Employees

UP 22 – Remove Union proposal *“There shall be no changes to the Benefit Entitlement Booklet without approval of the JIC.”*

UP 25 – Remove Union proposal to strike out *“Recall rights are limited to positions equal to or less than the person’s former payband”*.

UP 29 – 14.3, 15.1, 15.4.5.2, 15.4.5.3, 15.4.1, 15.4.3, 15.4.7

UP 33 – Appendix J

UP 37 – Appendix F

UP 38 – 15.4.6 Familiarization

Items Transferred to Monetary

The parties to defer discussion on the following proposals until monetary items:

Appendix D – Temporary Employees

6.4 On-Call

UP 44 – LOU

Items the Union is not dropping and will continue discussions

The union maintains their position

U5 – 15.3.3 (7.)

Identify positions displaced employees can be assigned under 15.4.3.

U5 – 15.4.3

The ESC shall identify positions employees are able to displace as per 15.3.3.

August 31, 2025

Union amends the proposal

UP 17 – ~~4.11~~ NEW 4.6.4 - Changed number to fall under UCC article

Reporting

The College shall provide the Local Union ~~union and EERC~~ with a quarterly report identifying:

- ~~1. All contractors, temporary worker agencies agency workers, and any other externally sourced personnel performing work normally and customarily performed by employees within the support staff bargaining unit as defined in the Colleges Collective Bargaining Act, 2008, on College premises or for the college at off-site locations, including but not limited to:~~
 - ~~• Name of the contractor or agency~~
 - ~~• Nature and scope of work performed~~
 - ~~• Duration of assignment~~
 - ~~• Departments or locations where work is performed~~
1. All bargaining unit members assigned to positions that are classified as excluded from the collective agreement, including but not limited to:
 - Employee names
 - Positions held
 - Department or work unit
 - Duration of exclusion status
 - Description of duties performed in these positions
2. Departmental overtime and lieu time for bargaining unit members, including but not limited to:
 - Total overtime hours worked per department
 - Employee classifications and names (where applicable)
 - Reasons or justifications for overtime (e.g., coverage, special projects)
 - Accumulated lieu time balances for each employee
 - Details of any accrued lieu time utilized or paid out

UP 41 – APPENDIX K & LOU Union maintains position

Union Response

Union maintains their position

11. LOU Appendix K Reference Manual Initiatives/Opportunities
For further guidance on implementation refer to LOU Appendix K Reference Manual.